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U.S. Department of Justice

c) Principal aim

Washington, DC 20530

OMB No. 1124-0006: Expires April 30, 2017

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at http://ivvvy.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filled with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(e) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(e) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name and Address of Registrant Prime Strategies, LLC		2. Registration No.
1440 G St., NW, 8th Floor Washington, DC 20005		6378
3. Name of Foreign Principal Arsay Media	4. Principal Address of Fo Agaoglu 1453 Sitesi, I Sarlyer, Istanbul, Turk	Building A4, Floor 23, Suite 155
. Indicate whether your foreign principal is one of the	following:	
☐ Government of a foreign country ¹ ☐ Foreign political party		•
Foreign or domestic organization: If either,	check one of the following:	•
Partnership	☐ Committee	
E Corporation	☐ Voluntary group	
☐ Association ☐ Individual-State nationality	Other (specify)	
If the foreign principal is a foreign government, state a) Branch or agency represented by the regist		
		•
b) Name and title of official with whom regis	trant deals	
If the foreign principal is a foreign political party, sta Principal address	ne:	
b) Name and title of official with whom regis	itrant deals	•

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, office than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de licto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

If the foreign princi	ipal is not a foreign governn	ent or a foreign politica	l party:		
	nature of the business or acti	— -			
Public re	lations corporation.				•
				*	
			•		
			•		•
b) Is this for	eign principal:	·			
Supervised by	y a foreign government, fore	ign political party, or of	her foreign principal	Yes [] No 🗵
Owned by a f	oreign government, foreign	political party, or other	foreign principal	Yes [] No 🗷
Directed by a	foreign government, foreign	political party, or other	foreign principal	Yes [] No 🗵
	a foreign government, forei		- ' '	Yes [-] No 🗵
	ı foreign government, foreig		_ ,	_] No 🗷
·	part by a foreign governmen	· ·	_ , ,] No 🗵
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Explain fully all iter	ms answered "Yes" in Item 1	8(b). (If additional space	e is needed, a full insert	page must be used.)	
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If the foreign princ	ipal is an organization and i	s not owned or controlle	d by a foreign governme	nt. foreign political part	v or oth
	state who owns and controls				•
Arda Sayiner			•		
Ulda Dalinei			1		
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		EXECUTION	**************************************		
		EXECUTION			
In accordance with	28 U.S.C. § 1746, the under	signed swears or affirm	s under penalty of perju	y that he/she has read th	e
information set fort	h in this Exhibit A to the reg	sistration statement and	that he/she is familiar w	ith the contents thereof a	ind that s
contents are in their	rentirety true and accurate to	o une dest of his/her kno	wiedge and belief.		
			•		
ate of Exhibit A N	ame and Title	·	Signature		- ,

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U.S. Department of Justice Washington, DC 20530 OMB No. 1124-0004; Expires April 30, 2017

Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of

1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section B of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filled with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit is Weshington, DC. Statements are also available online at the Registration Unit is webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant		2. Registration No.		
Pi	Prime Strategies, LLC 6378			
3. N	lame of Foreign Principal			
Ar	say Media			
	Check App	propriate Box:		
4. 🗷	The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract. If this box is		
5. 🗀	foreign principal has resulted from an exchange of corresp	and the foreign principal. The agreement with the above-named pondence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence.		
6. [contract nor an exchange of correspondence between the	d the foreign principal is the result of neither a formal written parties. If this box is checked, give a complete description below of anding, its duration, the fees and expenses, if any, to be received.		
7. D	escribe fully the nature and method of performance of the at	pove indicated agreement or understanding.		
P A	rime Strategies, LLC will identify US-based media for t nkara and Istanbul.	he Arsay Media to invite to Turkey for press events in		

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Will the activities on behalf of the above foreign principal include political activities as defined in Section I(o) of the Act and it the footnote below? Yes \(\) No \(\) No \(\) If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. EXECUTION	Prime Strategies	I I C will contact US-box	ed media and same se :	a liaison between them and Areav	Media
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			igned swears or affirms un		
accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that suntents are in their entirety true and accurate to the best of his/her knowledge and belief.	formation set forth	in this Exhibit B to the regi	igned swears or affirms un stration statement and that	he/she is familiar with the contents th	
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February 17th, 2017

ARDA SAYINER ARSAY MEDYA REKLAM VE DANIŞMANLIK HİZMETLERİ LTD STI ANKARA, TÜRKEY

Dear Mr. SAYINER:

This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services PRIME STRATEGIES, LLC., (hereinafter referred to as "the Firm"), has agreed to provide to ARSAY MEDYA REKLAM VE DANIŞMANLIK HİZMETLERİ LTD STI (hereinafter referred to as "Client"), the amount of fees for said services, and the manner in which those fees and related expenses will be billed.

Firm warrants that it is capable and available to provide services described herein.

Client warrants that the signatory to this agreement is authorized to execute said agreement and commit to the payment of any and all fees due under the terms of this agreement.

- 1. SCOPE OF SERVICES. The Firm agrees to identify and work with US-based media to participate in a press tour with Turkey's elected leadership. We will identify and arrange logistics for journalists from at least five (5) highly rated US-based media outlets to travel to Turkey. During that time, Prime staff will function as conduit between the press and our hosts prior to and during the press tour. The Firm will use its reasonable best efforts to achieve the client's objective but cannot guarantee a certain result or outcome. Although certain members of the Firm are attorneys licensed to practice law in Florida, the parties do not contemplate the creation of an attorney-client relationship and the services to be provided do not include legal services.
- 2. TERM. The term of this relationship shall be for 1 month beginning on February, 17th 2017 and ending on March 16th, 2017.
- **3. FEES.** The Firm will provide the above-referenced professional services for a fee of \$20,000.00 USD due in two payments of \$10,000.00 USD. The first payment of \$10,000.00 USD will be invoiced on February 21st, 2017. The remainder will be invoiced on March 1st, 2017. Fees delinquent will be charged interest of 1.5% per month or 18% per annum.
- 4. EXPENSES. Any reasonable expenses including, but not limited to entertainment, copying charges, long distance, facsimile charges, extraordinary postage or freight, courier service fees, and hotel or travel expenses will be separately invoiced. Airfare, hotels, meals, and other incidentals associated with the trip will be paid directly by Client.

- 5. CONFIDENTIALITY. The Firm will treat any and all information, communications, or materials of Client as confidential and will not disclose or divulge same unless otherwise directed or authorized by Client or ordered to do so by a court of competent jurisdiction.
- **6. REPORTING.** The Firm will be available to meet or discuss the status of any activities undertaken on behalf of Client. At mutually convenient times, the Firm will schedule periodic meetings or conference calls with Client to review the progress of any given task or project.
- 7. INDEPENDENT CONTRACTOR. The Firm and its employees, subcontractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be, officers or employees of Client.
- 8. ETHICAL & LEGAL CONSIDERATIONS. The Firm agrees to comply with all applicable local, state and federal laws, rules and regulations in its engagement of Client under this agreement.
- 9. MISCELLANEOUS PROVISIONS. This agreement sets forth the entire understanding of the parties and neither party hereto is relying upon any oral representations made by the other except as set forth in this agreement. This agreement shall be governed by the laws of the State of Florida and venue for any dispute relating thereto shall lie in Leon County, Florida. In the event that it becomes necessary for either party to institute legal proceedings to enforce the terms of this agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees, from the non-prevailing party.

If you have any questions or concerns regarding this agreement, please do not hesitate to call. Should you find these terms agreeable, please sign this letter below and return the original to me.

We look forward to working with you over the next month and beyond.

Sincerely.

ADAM SHARON

PRIME STRATEGIES, LLC

ACCEPTED BY:

ARDA SAYINER ARSAY MEDYA REKLAM VE DANISMANLIK HİZMETLERİ LTD STI